

APPENDIX B

DECLARATION OF BROCK CRYMES

Pursuant to 28 U.S.C. § 1746, I, Brock Crymes, state as follows:

1. In 2022, I solicited LPG for a “debt forgiveness” program.
2. Before signing up with LPG, I was in good financial standing with my creditors. I was assured by LPG that they could offer me a legal service to negotiate my debt with my creditors to improve my financial situation.
3. I signed a Legal Services Agreement authorizing LPG to settle my debts, repair my credit, and improve my credit score. I also signed an electronic payment authorization and preauthorized checking and ACH authorization form.
4. I did not receive a written statement informing me of my rights under the Fair Credit Reporting Act and the Credit Repair Organizations Act.
5. I did not receive a separate notice of my cancellation rights.
6. After I signed the Legal Services Agreement, LPG immediately began to debit my account each month.
7. I therefore believe LPG charged me and withdrew money from my account for services it agreed to perform, before such services were fully performed.
8. LPG continued to debit my account each month, but my credit score did not improve.
9. A few creditors reached out to me directly with settlement offers, which I was considering. When I discussed these offers with LPG, they advised me that I could not withdraw the funds I had been contributing to their program - a direct contradiction to the conditions they initially set out when I joined their program. Prior to signing the Legal Services Agreement, I specifically asked LPG questions about the restrictions and allocation of the money I was paying

into the program, and was told that it was being distributed among my debts and that I could withdraw funds when a settlement offer came from a creditor.

10. This proved to be utterly false. Instead, they informed me that the only way I could receive any money back was if the program ultimately failed through all of their attempted methods of resolution, which included bankruptcy and disputing the loan and proving ownership of the debt.

11. In short, I was lied to. I was led to believe they intended to assist me in resolving my debt when, in reality, they only sought to profit from my situation. They took my credit, which was already burdened by a high debt-to-income ratio, and significantly worsened it by adding five months of unpaid debt. This severely damaged my credit score while they continued to profit from my payments.

12. The dishonesty and unfaithful negotiations on the part of LPG have not only had a significant financial impact but have also caused a great deal of emotional distress.

13. I paid LPG approximately \$1,000 for services I was promised, but never received.

14. LPG's misleading information and false promises resulted in five months of unpaid debt, severely damaging my credit score.


15. The stress from the situation, compounded by the realization of their deceit, caused me significant emotional distress. The actions of LPG essentially transformed my financial situation from one of manageable debt into a precarious situation with ruined credit, all while profiting from my payments.

16. I do not want to be represented by any organization or any attorney affiliated with LPG or LPG's managing partners.

17. I would like to cancel the contract and get all of my money back, plus additional compensation for the distress LPG has caused me.

18. I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Executed in Baltimore, Maryland on July 7, 2023.

By 
Brock Crymes

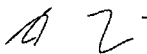
DECLARATION OF CHLOE MAE GORBERG

Pursuant to 28 U.S.C. § 1746, I, Chloe Mae Gorberg, state as follows:

1. In June 2022, I was in need of a loan. I contacted a lender for an unsecured loan, and did not get approved. This lender then transferred me to Litigation Practice Group (LPG), who solicited me for “debt forgiveness” program.
2. LPG told me that under this program, it would negotiate settlement of my delinquent debts, and I would make monthly payments for a period of time.
3. LPG further represented that its program would repair my credit and improve my credit score.
4. I signed a Legal Services Agreement authorizing LPG to settle my debts, repair my credit, and improve my credit score. I also signed an electronic payment authorization and preauthorized checking and ACH authorization form.
5. I did not receive a written statement informing me of my rights under the Fair Credit Reporting Act and the Credit Repair Organizations Act.
6. I did not receive a separate notice of my cancellation rights.
7. After I signed the Legal Services Agreement, LPG immediately began to debit my account each month.
8. I therefore believe LPG charged me and withdrew money from my account for services it agreed to perform, before such services were fully performed.
9. LPG continued to debit my account each month, but my credit score did not improve.
10. I believe LPG just pocketed the money it debited from my account, without taking any action on my behalf, and without applying the money I spent towards my debt.
11. I paid LPG approximately \$3,000 for services I was promised, but never received.

12. I do not believe LPG did anything to settle my debts or improve my credit score.
13. In fact, after retaining LPG, my credit score plummeted.
14. I believe LPG stole \$3,000 from me and ruined my credit score.
15. I do not want to be represented by any organization or any attorney affiliated with
LPG or LPG's managing partners.
16. I would like to get all of my money back, plus additional compensation for the
damage LPG has caused to my credit score, and for the distress LPG has caused me.
17. I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Executed in Somerville, Massachusetts on 06/28/2023

By 

Chloe Mae Gorberg

DECLARATION OF DIANE SCARNAVACK

Pursuant to 28 U.S.C. § 1746, I, Diane Scarnavack, state as follows:

1. I am the Plaintiff in a class action lawsuit filed on May 30, 2023, against Phoenix Law, William Taylor (“Ty”) Carss, Touzi Capital, LLC, Eng Taing, and John Does 1-10 to secure redress against illegal conduct by a credit repair organization and the persons responsible for its operation. (Appendix 1). I am represented by Edelman, Combs, Lattuner & Goodwin LLC.

2. In or around November 2021, Litigation Practice Group (LPG) solicited me for “debt forgiveness” program.

3. LPG told me that under this program, it would negotiate settlement of my delinquent debts, and I would make monthly payments for approximately three to four years.

4. LPG further represented that I should not make payments on the debts I had hired them to negotiate for me, so its program would initially cause harm to my credit score, but eventually my credit score would start improving.

5. On November 30, 2021, I signed a Legal Services Agreement authorizing LPG to settle my debts, repair my credit, and improve my credit score. I also signed an electronic payment authorization and preauthorized checking and ACH authorization form.

6. On November 30, 2021, I received an email from LPG congratulating me on taking an important step toward resolving my debt. This email informed me when monthly payments would be deducted (on December 15, 2021), but not *how much* would be deducted. I did not question this because I trusted LPG. I believed LPG was going to help me, not steal from me.

7. On December 2, 2023, LPG sent me an email welcoming me to a “Customer Portal” where I was supposed to be able to upload documents, send LPG messages, view my enrolled debts, and see past and upcoming transaction information. However, this portal did not work most of the

time. I was able to access my portal approximately three times, although I attempted to access it many times.

8. In mid-December 2021, after I had already signed the Legal Services Agreement, I learned that LPG would be deducting \$231.28 each month from January 2022 to November 2024.

9. I did not receive a written statement informing me of my rights under the Fair Credit Reporting Act and the Credit Repair Organizations Act.

10. I did not receive a separate notice of my cancellation rights.

11. I believe LPG charged me and withdrew money from my account for services it agreed to perform, before such services were fully performed, or for services it never performed.

12. LPG continued to debit my account each month, but my credit score did not improve.

13. At some point, my monthly payment increased from \$231.28 each month to \$257.42 each month. I do not know why, and despite the increase, I truly believed LPG was helping me. I never suspected that an attorney or a law firm that claims to help consumers get out of debt would steal from me.

14. In mid-2022, when I was unable to access my portal again, I tried calling LPG but no one answered. No one responded to my emails either.

15. In 2023, for approximately one to two months, between March and May, I was not able to access my LPG client portal at all and could not reach anyone by phone to find out what was going on with my case.

16. I was very confused and concerned because the LPG website was still up and running, and at this point I had no idea that LPG had filed for bankruptcy.

17. I did not find out that LPG had filed for bankruptcy until I received a flyer from Geraci Law Firm stating that I was being sued by Synchrony. This is one of the accounts I had hired LPG to negotiate on my behalf. I finally realized I had fallen victim to a cruel scam.

18. Then, to make matters worse, in April 2023, my account was debited \$257.42 without my authorization by Guardian Process OLG, and then again by Touzi Capital LLC. I disputed these charges because I had never heard of Guardian Process OLG or Touzi Capital. I suspect LPG was behind these unauthorized debits, considering the payment was the same payment I had been making to LPG.

19. The following month, On May 8, 2023, I received an email with "Welcome to Phoenix Law!" in the subject line. The text was as follows:

Dear Valued Client,

Congratulations and welcome to Phoenix Law PC! We are excited to have the opportunity to serve as your counsel through the process of resolving your debt. We understand that you have been represented by and have worked with Oakstone Law Group, and that you are now at the tail end of your journey to becoming debt free. As we transition your file from Oakstone to Phoenix Law, our attorneys will review your current status and determine the best strategies to employ to complete your representation. We also understand that you may have worked with Litigation Practice Group in the past, and we want to assure you that we will be your legal representation until we reach resolution of each of your accounts. Our team will be in touch with you soon to discuss the process of transitioning your file and to provide an account status update. In the meantime, if you have any questions or concerns, please don't hesitate to contact us at 424-622-4044 or email us at service@phoenixlaw.co. Once again, welcome to Phoenix Law PC, we look forward to working with you.

Regards,
Ty Carrs [sic]
Managing Attorney, Phoenix Law

20. This was very distressing because I had never heard of Oakstone Law Group or Phoenix Law PC. I never agreed to be represented by Oakstone Law Group or Phoenix Law PC either.

21. Prior to receiving the May 8, 2023 email, I believed I was still represented by LPG, because LPG's website was (and still is) active, <https://lpglaw.com/>, and I was never notified of LPG's bankruptcy.

22. I spent a lot of time trying to get ahold of someone at Phoenix Law PC. Finally, I got through to someone who assured me the contract would be canceled and I would not be charged again.

23. Then, on June 7, 2023, I saw my account had been charged again, this time by OLG PC. I suspect Oakstone Law Group made this charge, which is confusing since Phoenix Law PC had represented that it received my file from Oakstone Law Group, and then confirmed that the contract had been canceled and I would not be charged again. I had to dispute this charge with my bank as well.

24. I paid LPG approximately \$3,500 for services I was promised, but never received.

25. I do not believe LPG did anything to settle my debts or improve my credit score.

26. I do not want to be represented by any organization or any attorney affiliated with LPG or LPG's managing partners.

27. I would like confirmation that I will not be charged again, to get all of my money back, plus additional compensation for the distress LPG has caused me.

28. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in Chicago, Illinois on 06/29/2023

By Diane Scarnavack
Diane Scarnavack

DECLARATION OF JENNIFER ANDERSON

Pursuant to 28 U.S.C. § 1746, I, Jennifer Anderson, state as follows:

1. Litigation Practice Group (LPG) solicited me for “debt forgiveness” program via letter. I enrolled in the program on January 11, 2022.
2. LPG told me that under this program, it would dispute and eventually clear away that debt I had within 16 to 18 months.
3. LPG further represented that its program would repair my credit and improve my credit score within the same time period.
4. I signed a Legal Services Agreement authorizing LPG to settle my debts, repair my credit, and improve my credit score. I also signed an electronic payment authorization and preauthorized checking and ACH authorization form.
5. I did not receive a written statement informing me of my rights under the Fair Credit Reporting Act and the Credit Repair Organizations Act.
6. I did not receive a separate notice of my cancellation rights.
7. After I signed the Legal Services Agreement, LPG immediately began to debit my account \$455.00 each month.
8. I therefore believe LPG charged me and withdrew money from my account for services it agreed to perform, before such services were fully performed.
9. On multiple occasions, LPG took duplicate payments and debited my account two to three weeks early. This made it very difficult for me to pay my bills on time.
10. Each time this happened, I had to spend hours on hold (with the line eventually disconnecting). I continued to try to contact LPG for weeks before I was able to reach someone.
11. LPG continued to debit my account each month, but my credit score did not improve, and my debts were not resolved.

12. I believe LPG just pocketed the money it debited from my account, without taking any action on my behalf, and without applying the money I spent towards my debt.

13. I paid LPG approximately \$3,500 for services I was promised, but never received.

14. I do not believe LPG did anything to settle my debts or improve my credit score.

15. In fact, LPG has flipped my life upside down.

16. I made the monthly \$455.00 payments in good faith that my credit score would drastically improve. I believed I would be able to eventually afford my own home once LPG repaired my credit, as promised, if I just continued making my monthly payments to LPG, and stuck to a strict budget so that I could save money.

17. Because of the steep \$455.00 monthly payments to LPG, I was unable to continue making the monthly payments to my landlord for my apartment in Florida, so I had to move in with a family member in Pennsylvania, who I barely knew. This completely uprooted my life.

18. Once LPG shut down, without any notice to me, LPG transferred my account to another company, Consumer Legal Group, without my authorization.

19. Since then, Bank of America has filed suit against me on two of the debts LPG had undertaken to negotiate and settle on my behalf.

20. I do not want to be represented by any organization affiliated with LPG, including Consumer Legal Group.

21. I do not want to be represented by any attorney affiliated with LPG or LPG's managing partners.

22. I believe LPG stole approximately \$3,500 from me and has ruined my credit score, which has made it impossible for me to purchase my own home.

23. I am Type 1 Diabetic and this ordeal has taken a major toll on my stress levels, which causes a rise in cortisol and raises my blood sugar levels, resulting in Hyperglycemia.

24. I would like to get all of my money back, plus additional compensation for the damage LPG has caused to my credit score, and for the distress LPG has caused me.

25. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in Johnstown, Pennsylvania, on 06/28/2023

By Jennifer Anderson
Jennifer Anderson

DECLARATION OF MIGUEL A. ZUAZNABAR

Pursuant to 28 U.S.C. § 1746, I, Miguel A. Zuaznabar, state as follows:

1. On October 14, 2020, I signed up for Litigation Practice Group's "debt forgiveness" program.
2. Litigation Practice Group ("LPG") told me that under this program, it would negotiate settlement of my delinquent debts, and I would make monthly payments for a period of time.
3. LPG further represented that its program would repair my credit and improve my credit score.
4. I signed a Legal Services Agreement authorizing LPG to settle my debts, repair my credit, and improve my credit score. I also signed an electronic payment authorization and preauthorized checking and ACH authorization form.
5. I did not receive a written statement informing me of my rights under the Fair Credit Reporting Act and the Credit Repair Organizations Act.
6. I did not receive a separate notice of my cancellation rights.
7. After I signed the Legal Services Agreement, LPG immediately began to debit my account each month.
8. I therefore believe LPG charged me and withdrew money from my account for services it agreed to perform, before such services were fully performed.
9. LPG continued to debit my account each month, but my credit score did not improve.
10. After making multiple payments to LPG, I was served with summons and complaints on two of the debts LPG had undertaken to negotiate on my behalf.
11. I paid LPG \$16,870.53 for services I was promised, but never received.

12. I do not believe LPG did anything to settle my debts or improve my credit score. I was led to believe LPG intended to assist me in resolving my debt when, in reality, they only sought to profit from my situation. After signing up with LPG, my credit score got worse, I got sued, and they pocketed \$16,870.53.

13. The dishonesty and unfaithful negotiations on the part of LPG have not only had a significant financial impact but have also caused a great deal of emotional distress.

14. I do not want to be represented by any organization or any attorney affiliated with LPG or LPG's managing partners. Phoenix Law is currently soliciting me now, calling me approximately every other day or so, although I have told Phoenix Law that I want nothing to do with them because they appear to be just like LPG.

15. I would like to get all of my money back, plus additional compensation for the distress LPG has caused me.

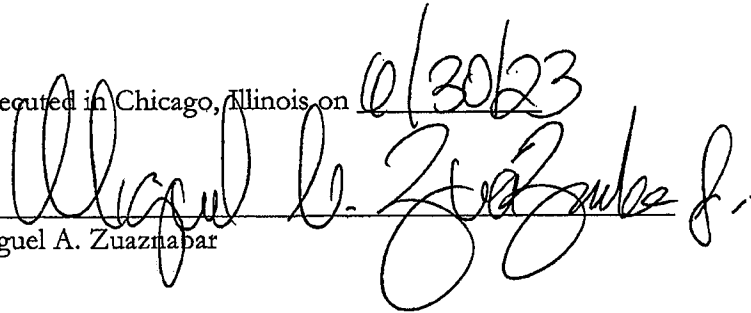
16. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in Chicago, Illinois on

01/30/23

By

Miguel A. Zuaznabar

A large, stylized handwritten signature in black ink, appearing to read 'Miguel A. Zuaznabar', is written over the printed name and extends across the signature line.

DECLARATION OF RACHEL HARRIS

Pursuant to 28 U.S.C. § 1746, I, Rachel Harris, state as follows:

1. In February 2021, Litigation Practice Group (LPG) solicited me for “debt forgiveness” program.
2. LPG told me that under this program, it would negotiate settlement of my delinquent debts, and I would make monthly payments of \$332.88 for 36 months.
3. LPG further represented that its program would repair my credit and improve my credit score.
4. LPG promised they would resolve two credit card debts and a debt resulting from a personal loan.
5. I signed a Legal Services Agreement authorizing LPG to settle my debts, repair my credit, and improve my credit score. I also signed an electronic payment authorization and preauthorized checking and ACH authorization form.
6. I did not receive a written statement informing me of my rights under the Fair Credit Reporting Act and the Credit Repair Organizations Act.
7. I did not receive a separate notice of my cancellation rights.
8. After I signed the Legal Services Agreement, LPG instructed me to stop making payments on my existing debt and LPG immediately began to debit my account each month.
9. I therefore believe LPG charged me and withdrew money from my account for services it agreed to perform, before such services were fully performed.
10. LPG continued to debit my account each month, but my credit score did not improve.
11. After a year in LPG’s “debt forgiveness” program, the holder of the personal loan, OneMain Financial Group, initiated a lawsuit against me.

12. We reached a settlement in which I was to pay the debt in full in monthly installments of \$1,000.00. I was not able to apply the monthly payments I had made to LPG to settle this debt. Therefore, employing the services of LPG resulted in no benefit to me.

13. LPG damaged my credit by instructing me to cease making payments on my outstanding loans and they have taken no action to resolve my outstanding credit card debt

14. I paid LPG approximately \$5,731.24 for services I was promised, but never received.

15. My credit score is at an all time low.


16. I do not believe LPG did anything to settle my debts or improve my credit score.

17. I do not want to be represented by any organization or any attorney affiliated with LPG or LPG's managing partners.

18. I would like to cancel the contract and get all of my money back, plus the \$1,000 I had to pay to OneMain Financial Group. I also seek additional compensation for the continuing harm LPG has caused to my credit and the distress LPG has caused me.

19. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in O'Fallon, Missouri on 06/30/2023

By 

Rachel Harris